

The Law Offices of
Schneider & Stone
8424 Skokie Blvd #200
Skokie, IL 60077
(847) 933-0300
windycitylawgroup.com

RETAINER AGREEMENT

DATE: 1/21/2020

Piotr Palider

IN RE: Piotr Palider

Dear Piotr Palider,

Thank you for retaining Schneider & Stone, Inc. (the "Firm") to represent Piotr Palider, (the "Client") with regards to its Chapter 11 filing.

The ethics rules governing lawyers encourage lawyers to explain to a client, in writing, both the financial aspects of the Attorney-Client relationship, and the responsibilities and expectations of all parties to the relationship. Please examine this agreement carefully and let me know immediately if you have any questions or concern. Now work will be performed on your matter and no Attorney-Client relationship is established until you have signed and returned this agreement, along with the advance payment.

1. The Attorneys responsible for your matter are Matthew Stone and Ben Schneider. For efficiency purposes, we may delegate work to other lawyers or legal assistants. Each attorney and legal assistant charges an hourly rate for his or her work. Work is billed in a minimum of six-minute increments. The hourly rates of the attorneys and legal assistants that may work on your matter are:
 - a. Partner Hourly rate: \$375
 - b. Paralegal Hourly rate: \$175
 - c. Travel more than 40 miles from Skokie will be billed hourly at \$150.00 per hour.
2. Retainer payments and billing statements. Pay an advance retainer in the total amount of \$3,283. An advance payment retainer is provided to us to obtain a commitment to provide legal services in the future. The ownership of the advance payment passes to Schneider & Stone, Inc. immediately upon payment and will be deposited in our general account. You also have the right to seek an arrangement by which you advance a security retainer. In a security retainer, any funds paid to us remain your property until we apply the retainer for services that are actually rendered. Any unearned funds are refunded to

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you. We, however, are unwilling to represent you on a security retainer basis because of the nature of the work sought to be performed.

We will file an Application for Fees through your Chapter 11 case for payment of all additional hourly work in excess of the advanced payment retainer. The Client will be responsible for the payment of all fees approved by the court within 30 days of the entry of any order approving those fees.

In the event that Client converts to Chapter 7, the Firm will seek further compensation through a court order for payment of fees through the bankruptcy estate. In the event that the Client's bankruptcy matter is dismissed, Client will be responsible for all unpaid fees within 30 days of receipt of an invoice from our office.

In representing you, we may incur out of pocket costs for items such as copies of needed documents, long distance telephone charges and court reporter fees. Sometimes it is advantageous to your matter for you to retain an expert witness. An expert witness will be retained only after discussing with you why it would be helpful to your matter and what the cost will be. We will forward invoices from expert witnesses directly to you for payment. Failure to pay the expert witness will result in the expert's refusal to perform any work on your matter and may severely prejudice the success of your matter.

Any costs incurred during the course of bankruptcy proceedings shall paid via an application for fees.

3. What you expect from us. The Firm will work diligently on your matter and will keep you informed regarding the progress of your matter. We cannot guarantee the outcome of your matter. We will advise you of the recommended technical and legal tactical issues as they arise so that you may continue to evaluate whether and how you wish to continue the legal representation. However, lawyers are subject to independent ethical obligations and a lawyer is not obligated to pursue objectives or employ means simply because you may wish that the lawyer do so, especially if the lawyer would be violating another duty by pursuing the requested action.

Generally, the information you give to our Firm is subject to the attorney-client privilege. However, lawyers are under an independent ethical duty to reveal privileged information, such as illegal or fraudulent acts committed by clients in the course of the Attorney-Client relationship, the intention of the client to commit a crime or when the lawyer is required to divulge the information by law or court order.

4. What we expect from you. In order for an Attorney-Client relationship to work effectively, you must be truthful in all discussions with us, even if, and especially when, you think the information is hurtful to you and your case. In order to help you, we need to

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have all information in a timely manner. If we are missing part of the picture, we cannot effectively represent you.

5. **Previous Counsel.** You understand and agree that we shall not be held chargeable with any errors or omissions committed by prior counsel.
6. **Files and Records.** All of your original client materials will be returned to you, or you will have an opportunity to retrieve your original client materials, immediately upon the conclusion of the representation. If you do not pick up your original client materials within 3 months of receiving the notice that they are available, they may be destroyed without further notice to you. If any notification is sent to you, it will be to the last current address we have on file for you.
7. **Discontinuing the Representation/withdrawing from the Representation.** You have the right to discontinue the services of the Firm at any time. However, in a litigation matter, your desire to obtain a new attorney is subject to court approval. The court may not grant the substitution of counsel or agree to delay the proceeding to provide you time to obtain a new attorney.

If your advance payment retainer has not been exhausted at the time of the discontinuance, you will receive a prompt refund of the retainer, less any unpaid fees and costs then outstanding.

The Firm reserves the right to withdraw from this representation in the event that you: (a) fail to cooperate in the conduct of the case, (b) act contrary to direction of our attorneys, or (c) fail to timely pay the expense and fee statements we send you. In the event that the Firm withdraws, its obligations under this Agreement will cease. However, you will be obligated to pay any and all sums due the Firm plus interest at the rate of $\frac{3}{4}$ per cent per month until fully paid.

Termination of services does not affect your responsibility to pay for the legal services rendered and the costs incurred up to the date of termination.

8. **Appeals and other related proceedings.** This representation is limited to representing Piotr Palider, with regards to Chapter 11 bankruptcy proceedings and does not include representing the Client or any third party in any appeal or other proceedings. A separate retainer agreement must be entered into if you wish for the Firm to represent you in an appeal or other related proceedings. The Firm reserves the right to decline future requests for representation without explanation.

I appreciate the opportunity to be your representative in this important matter and I look forward to working with you. Please return this signed Retainer Agreement.

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9. This agreement will be governed by Illinois law. Any and all conflicts arising under this agreement during the pendency of your bankruptcy will be decided by the bankruptcy court of the Northern District of Illinois.

Sincerely,

Schneider & Stone, Inc., by



Attorney

1/21/2020

Date

Piotr Palider, by



Piotr Palider

1/21/2020

Date